

THIS AGREEMENT is made the 16 day of December 2009

B E T W E E N:

1. **HELEN MORAG KIME and ROBERT DAVID KIME** of Old Village Hall, Oxenwood, Marlborough, Wiltshire SN8 3NQ (hereinafter called "the First Owner") of the first part
2. **ROBERT DAVID KIME** of Old Village Hall, Oxenwood, Marlborough, Wiltshire SN8 3NQ and **CORPORATE AND PROFESSIONAL PENSIONS LIMITED**, 2nd Floor, Access House, 25-29 Church Street, Basingstoke, Hampshire RG21 7QQ Trustees of the Robert Kime SSAS (hereinafter called "the Second Owner") of the second part
3. **LLOYDS TSB BANK PLC** (Co. Regn No. 2065) whose registered office is at 25 Gresham Street, London EC2V 7HN (hereinafter called "the Mortgagee") of the third part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 316303 and also registered as the leasehold proprietor with Title absolute of the upper maisonette under Title Number NGL907136 subject to a charge of the Mortgagee.
- 1.2 The Second Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the ground floor shop and basement of the Property under Title Number NGL907076.
- 1.3 The First Owner is the freehold and leasehold owner and the Second Owner is the leasehold owner of the Property (together known as "the Owner") and both are interested in the Property for the purposes of Section 106 of the Act.

- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 27 January 2009 and the Council resolved to grant permission conditionally under reference number 2008/5725/P subject to the conclusion of this legal Agreement.
- 1.5 An application for listed building consent for the development of the Property was submitted to the Council and validated on 27 January 2009 and the Council resolved to grant Listed Building Consent under reference number 2009/0328/L.
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL907136 and dated 6 October 2009 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|-------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | the change of use of first to third floor levels from financial & professional services (Class A2) to provide one 3-bed maisonette (Class C3); retention of retail (Class A1) at basement and |

ground floor level; associated external alterations to rear elevation, including two replacement projecting glazed bays at first and second floor level and replacement of lantern light at ground floor level as shown on drawing numbers Site Location Plan; P(E) 01; P(E) 02; P(E) 03; P(E) 04; P(E) 05; P(P) 01 Rev B; P(P) 02 Rev B; P(P) 03; P(P) 04 Rev B; P(P) 05 Rev B

2.4 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.5 "the Listed Building Consent"

a listed building consent granted for the Development

2.6 "the Listed Building Consent Application"

a listed building consent application in respect of the Property submitted to the Council and validated on 27 January 2009 for which resolution to grant consent has been passed conditionally under reference number 2009/0328/L.

2.7 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council the Owner and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 January 2009 for which a resolution to grant permission has been passed conditionally under reference number 2008/5725/P subject to conclusion of this Agreement

2.8 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.10 "the Property"

the land known as 43 Museum Street, London WC1A 1LY the same as shown shaded grey on the plan annexed hereto

2.11 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.12 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2008/5725/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/5725/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
ROBERT DAVID KIME
in the presence of:

)
)
)
Robert Kime

Adams

.....
Witness Signature

Witness Name: NINA ADAMS (MRS)

Address: 20 PANS LANE, DEVIZES, WILTSHIRE SN10 5AF

Occupation: ACCOUNTING TECHNICIAN

EXECUTED AS A DEED BY
HELEN MORAG KIME
in the presence of:

)
)
)
Helen Kime

Adams

.....
Witness Signature

Witness Name: NINA ADAMS (MRS)

Address: 20 PANS LANE, DEVIZES, WILTSHIRE SN10 5AF

Occupation: ACCOUNTING TECHNICIAN

EXECUTED AS A DEED BY)
CORPORATE & PROFESSIONAL)
PENSIONS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

R. Platt
.....
Director

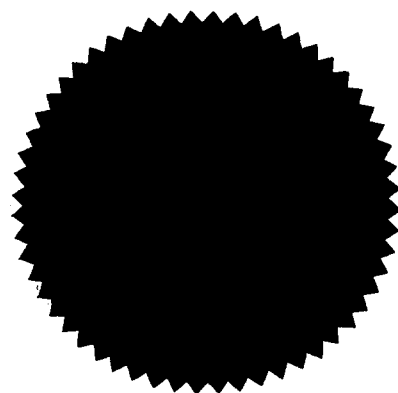
Platt
.....
Director/Secretary

EXECUTED AS A DEED BY
LLOYDS TSB BANK PLC
By
in the presence of:-

Signed as a deed by)
) *Steph*
.....
Stephen Crowther
As Attorney for and on behalf of Lloyds TSB Bank plc
in the presence of *Platt*
.....
of *Platt* Law Leads

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

[Signature]
.....
Authorised Signatory



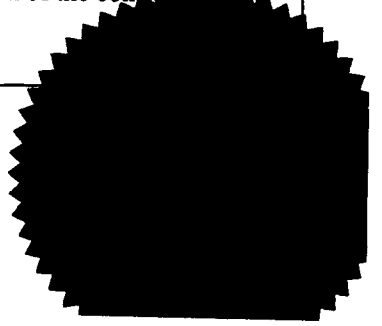
43 Museum Street, London WC1A 1LY



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RT Platt
Mark Kome

87
White



Bruce Cavell
8 Dicey Avenue
LONDON
NW2 6AT

Application Ref: 2008/5725/P

16 March 2009

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**43 Museum Street
London
WC1A 1LY**

Proposal:

DECISION
Change of use of first to third floor levels from financial & business services (Class A2) to provide one 3-bed flat (Class C3 residential use Class C3) at basement and ground floor level; associated external alterations to rear elevation, including two replacement projecting glazed bays at first and second floor level and replacement of lantern light at ground floor level.

Drawing Nos: Site Location Plan; P(E) 01; P(E) 02; P(E) 03; P(E) 04; P(E) 05; P(P) 01 Rev B; P(P) 02 Rev B; P(P) 03; P(P) 04 Rev B; P(P) 05 Rev B.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2, B1 and B7 of the London Borough of Camden Interim Neighbourhood Development Plan 2006.

DRAFT

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 You are advised that policy 47 of the Interim Neighbourhood Development Plan 2006 encourages the housing development to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture

DECISION

and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).

- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.
- 7 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste
- 8 Reasons for granting permission

DRAFT

The proposed development is in full compliance with the policy requirements of the London Borough of Camden's Unitary Development Plan 2006, with particular regard to policies S1/2, SD1, SD2, SD6, H1, H7, H8, B1, B3, B7, T3, T8, T9, T12 and R7. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

DECISION

DATED 16 December

2009

(1) HELEN MORAG KIME and ROBERT DAVID KIME

and

(2) ROBERT DAVID KIME and CORPORATE & PROFESSIONAL PENSIONS LIMITED

and

(3) LLOYDS TSB BANK PLC

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as
43 Museum Street, London WC1A 1LY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5826

Fax: 020 7974 2962

CLS/DR/1685.160